

THIRD ADDENDUM TO LEASE AGREEMENT

This Third Addendum to Lease Agreement (this "**Third Addendum**") is made this ____ day of _____, 2013, between the CITY OF LEESBURG, a Florida municipal corporation (the "**Owner**") and VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership d/b/a Verizon Wireless ("**Lessee**").

WHEREAS, Owner and Primeco Personal Communications, Limited Partnership, Lessee's predecessor-in-interest, entered into that certain Lease Agreement dated July 26, 1999, as amended by that certain Addendum to Lease Agreement dated July 26, 1999, as further amended by that certain Second Addendum to Lease Agreement dated April 22, 2013, between Owner and Lessee (collectively the "**Lease**");

WHEREAS, all capitalized terms in this Third Addendum, not otherwise defined herein, shall have the meaning ascribed to them in the Lease; and

WHEREAS, Owner and Lessee desire to amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, Owner and Lessee agree to the following modifications and amendments to the Lease:

1. Paragraph 24.Q. of the Lease is hereby amended to increase the total number of coaxial cables Lessee may install on the tower located at the Leased Property. Lessee's communications facility shall hereafter include a total of twelve (12) coaxial cables on the tower.

2. Commencing on the Effective Date (as defined below), the annual rent shall increase by \$3,174.00, partial years prorated. Thereafter, the annual rent shall continue to escalate in accordance with Section 6 of the Lease. The "**Effective Date**" shall be deemed the date that this Third Addendum is last executed by each of the parties hereto.

3. Except as expressly set forth in this Third Addendum, all other terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, and the parties hereby confirm and ratify such terms and conditions and agree to perform and comply with the same. In the event of any inconsistency between the language and exhibits contained in the Lease and this Third Addendum, the language and exhibits of this Third Addendum shall control. Any capitalized words and phrases not herein defined shall have the same definition as found in the Lease.

4. Owner and Lessee each represent and warrant to the other (i) that the execution and delivery of this Third Addendum has been fully authorized by all necessary action of such party, (ii) that the person(s) signing this Third Addendum on behalf a party has the requisite authority to do so and the authority and power to bind the party on whose behalf such person(s) has signed, and (iii) this Third Addendum is valid, binding and legally enforceable in accordance with its terms.

[End of text. Signature Page follows.]

OWNER:

City of Leesburg
a Florida municipal corporation

Witness 1: _____
Print name: _____

Witness 2: _____
Print name: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____

LESSEE:

Verizon Wireless Personal Communications
LP, a Delaware limited partnership d/b/a
Verizon Wireless

Witness 1: Kim Ulrich
Print name: Kim Ulrich
Witness 2: Lynne Carlisle
Print name: Lynne Carlisle

By: [Signature]
Print Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 6/3/2013